

CRAIG B. GARNER (CA SBN 177971)  
GARNER HEALTH LAW CORPORATION  
13274 Fiji Way, Suite 250  
Marina Del Rey, CA 90292  
Telephone: (310) 458-1560  
Facsimile: (310) 694-9025  
Email: craig@garnerhealth.com

ROCHELLE J. BIOTEAU (CA SBN 228348)  
SQUIRES, SHERMAN & BIOTEAU, LLP  
1901 1<sup>ST</sup> Ave., Suite 415  
San Diego, CA 92101  
Telephone: (619) 696-8854  
Email: rochelle@ssbllp.com

DARON L. TOOCH (CA SBN 137269)  
KING & SPALDING LLP  
533 West Fifth St., Suite 1600  
Los Angeles, CA 90071  
Telephone: (213) 443-4355  
Email: dtooch@kslaw.com

Attorneys for PLAINTIFF ABC SERVICES GROUP, INC., in its capacity as  
assignee for the benefit of creditors of MORNINGSIDE RECOVERY, LLC

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

ABC SERVICES GROUP, INC., a  
Delaware corporation, in its capacity as  
assignee for the benefit of creditors of  
MORNINGSIDE RECOVERY, LLC, a  
California limited liability company,

Plaintiff,

v.

UNITED HEALTHCARE SERVICES,  
INC.; UNITED BEHAVIORAL  
HEALTH; OPTUM SERVICES, INC;

Lead Case No. 8:19-cv-00243-DOC-  
DFM

Hon. David O. Carter

**EXHIBITS TO CONSOLIDATED  
AMENDED COMPLAINT**

**VOLUME TWO**

1 USABLE MUTUAL INSURANCE  
2 COMPANY, doing business as  
3 ARKANSAS BLUE CROSS AND  
4 BLUE SHIELD and BLUE CROSS  
5 AND BLUE SHIELD OF ARKANSAS  
6 BLUE ADVANTAGE; BLUE CROSS  
7 AND BLUE SHIELD OF KANSAS,  
8 INC.; BLUE CROSS AND BLUE  
9 SHIELD OF KANSAS CITY;  
10 HEALTH CARE SERVICE  
11 CORPORATION, doing business as  
12 BLUE CROSS AND BLUE SHIELD  
13 OF OKLAHOMA; BLUE CROSS  
14 AND BLUE SHIELD OF ALABAMA;  
15 ANTHEM BLUE CROSS LIFE AND  
16 HEALTH INSURANCE COMPANY;  
17 ANTHEM, INC., dba ANTHEM  
18 HEALTH, INC.; BLUE CROSS OF  
19 CALIFORNIA, INC.; HUMANA  
20 HEALTH PLAN OF CALIFORNIA,  
21 INC.; HUMANA BEHAVIORAL  
22 HEALTH, INC.; HUMANA, INC.;  
23 HUMANA INSURANCE COMPANY;  
24 AETNA HEALTH AND LIFE  
25 INSURANCE COMPANY;  
26 BLUECROSS BLUESHIELD OF  
27 TENNESSEE, INC.; SCOTT AND  
28 WHITE HEALTH PLAN; SCOTT  
AND WHITE HEALTHCARE;  
SCOTT AND WHITE CARE PLANS;  
CIGNA HEALTHCARE OF  
CALIFORNIA, INC.; CIGNA  
BEHAVIORAL HEALTH OF  
CALIFORNIA, INC.; CIGNA  
HEALTH AND LIFE INSURANCE  
COMPANY; HMC HEALTHWORKS,  
INC.; UNITED MEDICAL  
RESOURCES, INC.;  
CONNECTICARE, INC.; MEDICA  
HEALTH PLANS, doing business as  
MEDICA; PACIFICSOURCE  
HEALTH PLANS; SIERRA HEALTH  
AND LIFE INSURANCE COMPANY,  
INC.; MEDICAL MUTUAL OF OHIO;  
MEDICAL MUTUAL SERVICES,  
LLC; GROUP HEALTH PLAN, INC.,  
doing business as  
HEALTHPARTNERS; GOLDEN

RULE INSURANCE COMPANY;  
AMERIHEALTH INSURANCE  
COMPANY OF NEW JERSEY, doing  
business as AMERIHEALTH NEW  
JERSEY; MERITAIN HEALTH, INC.;  
BEACON HEALTH OPTIONS, INC.;  
BEACON HEALTH STRATEGIES,  
LLC; VALUEOPTIONS OF  
CALIFORNIA, INC.; COVENTRY  
HEALTH CARE, INC.; MHNET  
SPECIALTY SERVICES, LLC;  
COMMON GROUND HEALTHCARE  
COOPERATIVE; PROVIDENCE  
HEALTH PLAN; PROVIDENCE  
HEALTH ASSURANCE;  
PROVIDENCE HEALTH &  
SERVICES; FIRST HEALTH  
INSURANCE CORPORATION;  
HEALTHLINK, INC.; MOLINA  
HEALTHCARE, INC.; and MOLINA  
HEALTHCARE OF CALIFORNIA,  
INC.,

Defendants.

# EXHIBIT 6





Client Name [REDACTED]

### CLINICAL ADMISSION AND FINANCIAL AGREEMENT

Morningside Recovery, LLC ("**Morningside**") is a provider of alcohol, drug and mental health treatment. Services are provided on a *voluntary* basis only. This Clinical Admission and Financial Agreement ("**Agreement**") entered into on [REDACTED] (the "**Effective Date**") by and between Morningside and [REDACTED] ("**Client**") and, additionally, if applicable, [REDACTED] ("**Guarantor(s)**"), the party or parties who, along with Client, are responsible for paying for services provided to Client from Morningside, sets forth all of the terms and conditions, including financial obligations, between the parties.

#### **1. TERM**

**Initial Term.** Conditioned upon Client and Guarantor, if applicable, complying with all of the terms and conditions set forth herein, Client shall receive clinical treatment services Monday through Saturday (no services are provided on Sundays) ("**Treatment Days**") over a period of 30 calendar days (the "**Initial Term**"), beginning on [REDACTED] (the "**Program Admission Date**").

**Automatic Renewal.** This Agreement shall automatically renew for the same number of days as the Initial Term set forth above following the expiration of the Initial Term and each term after the Initial Term (each a "**Renewal Term**"), unless a party gives written notice of its intent not to renew this Agreement prior to the expiration of the Initial Term or any Renewal Term of the Agreement.

#### **2. DETOXIFICATION**

Client must be free of drugs and alcohol while in treatment at Morningside. While Morningside does **NOT** provide detoxification services, it has relationships with a number of local detox facilities and will refer Client to one of these facilities, if necessary. However, all charges for detox, whether before or after Client's admission to Morningside, shall be the sole responsibility of Client and Guarantor, if applicable.

#### **3. CLIENT'S/GUARANTOR'S REPRESENTATIONS AND WARRANTIES**

By signing this Agreement, Client and Guarantor, as applicable, represent and warrant to Morningside the following:

- Client does not require an intense level of care, including, but not limited to, seclusion and restraint, which Morningside does not provide.
- Client is medically stable and is able to self-administer and manage his or her medication(s) as prescribed by his or her physician(s).
- Client will adhere to their treatment plan and individual directions for therapy from their primary therapist to the best of their ability.
- Client understands that active participation in group therapy is essential to recovery as it identifies the particular form of addiction and or mental health issues in each individual client and specific issues necessary for recovery. Client agrees to participate in group therapy as openly and honestly as possible so that Morningside staff and other clients may assist Client in recovery.
- Client must actively participate in all facets of the recovery program, including attending therapeutic group sessions.

Rev.

EXHIBIT 6

Page 1 of 7

Client Initials

Guarantor Initials [REDACTED]



Client Name: [REDACTED]

(process, education and therapeutic groups) individual therapeutic sessions, family sessions (as needed), random drug testing, self-help groups/12 step- meetings, ancillary services and community referrals.

- If Client engages in aggressive behavior, including, but not limited to, self-destructive behavior and destruction of property, Morningside will address such behavior according to its policies and procedures.
- Client and Guarantor agree to keep all financial terms set forth in this Agreement confidential.
- Client is individually obligated to pay all fees and costs set forth in this Agreement whether or not any Guarantor is a party to this Agreement.
- Guarantor has no right to access a Client's protected health information, including progress in treatment, unless otherwise allowed under law. Information about a Client will only be released to Guarantor if Client has signed a valid Consent for Release of Information.

#### 4. COVERED SERVICES

This section sets forth the services Morningside will provide and/or arrange for Client ("**Covered Services**"):

- Initial evaluation with a licensed psychiatrist and additional psychiatric follow-up visits, as needed
- Creation of and support following an individualized clinically appropriate treatment plan
- Therapy: including individual and group
- Access to a registered dietitian
- Access to a designated case manager
- Evening meetings and/or group activities
- Periodic experiential therapy sessions as recommended by the Client's treatment plan (e.g., yoga, acupuncture, drum circle, sweat lodge, psychodrama, tai chi, expressive arts and music expression)
- Access to gym and personal trainer
- Community building activities
- Vocational services (e.g., resume review and interviewing skills)
- Transition planning
- Alumni services (e.g., alumni social events for local alumni)
- For private pay Clients only- Costs associated with drug screenings, as described in more detail in Section 6.

#### 5. ADDITIONAL SERVICES

Subject to the Client's express agreement, Morningside may make available and/or provide for Client additional services ("**Additional Services**").

Additional Services are not Covered Services covered by the Services Fee (defined below). Client and Guarantor, if applicable, will be responsible for the cost of the Additional Services, as applicable, that Client selects and receives on a fee-for-services basis, as set forth in Section 11.

#### 6. ALCOHOL/DRUG TESTING

**Preliminary Screening.** Morningside will conduct periodic (2-4 times per week depending on medical necessity) preliminary screenings of Client's urine to determine the presence of (1) prescribed medications; (2) non-prescribed medications; (3) illegal drugs; and/or (4) alcohol. The cost of drug testing supplies and preliminary screening provided by Morningside is not included in the Services Fee.

**Outside Laboratory Screening.** Morningside will send Client's collection to an outside laboratory for final analysis.

Rev.

Page 2 of 7

EXHIBIT 6

Client Initials  
Guarantor Initials [REDACTED]





Client Name [REDACTED]

**Payment for Screening.** Morningside or an outside laboratory, as applicable, will submit a claim to Client's insurer or health plan for all costs associated with screening. Morningside agrees to accept payment from Client's insurer or health plan as payment in full.

**Financial Hardship Assistance.** If Client's insurer does not cover testing, financial hardship assistance for the cost of drug testing is available.

**Private Pay Clients.** For private pay Clients, drug testing is a Covered Service as set forth above in Section 4.

#### 7. MEDICATION SUPPORT AND ASSISTANCE

Morningside offers medication support and assistance through program staff. It does not dispense and/or provide medications.

#### 8. THIRD PARTY COVERAGE (FOR PRIVATE PAY CLIENTS: PLEASE SKIP THIS SECTION AND GO TO SECTION 10)

When Morningside is provided with insurance or health plan information, Morningside will bill Client's insurer or health plan. Morningside is an out-of-network provider. Morningside agrees to accept the usual and customary rate determined by Client's insurer or health plan.

**Primary Insurance Company**

Insurance Name: [REDACTED]

Client's Name: [REDACTED]

DOB: [REDACTED]

Policy Holder's Name(if applicable): [REDACTED]

DOB: [REDACTED]

ID Number: [REDACTED]

GroupNumber: [REDACTED]

To the best of Client's and/or Guarantor's knowledge, Client and/or Guarantor are not covered by any additional insurance policy or health plan other than what is listed above in this Section 8.

Client and/or Guarantor are responsible for Client's deductible and co-payment. If Client's deductible has been satisfied, Morningside will bill Client's insurance company. If Client's deductible has not been satisfied, payment is required on the Program Admission Date. Client's co-payment is also required on the Program Admission Date.

Morningside does not routinely or arbitrarily waive deductibles, co-payments or co-insurance amounts. Co-payments and co-insurance amounts will only be waived, in full or in part, due to Client's financial hardship as defined in Morningside's policies and procedures.

Rev.

EXHIBIT 6

Page 3 of 7

Client Initials

Guarantor Initials [REDACTED]



Client Name [REDACTED]

**9. ASSIGNMENT OF BENEFITS (FOR PRIVATE PAY CLIENTS: PLEASE SKIP THIS SECTION AND GO TO SECTION 10)**

Client and/or Guarantor, as applicable, hereby appoints as his or her authorized representative, and assigns to, Morningside, all of his or her right, title, and interest in and to, and relating in and to the recovery of, any and all health care benefits otherwise payable to Client or Guarantor or to which Client or Guarantor is entitled for treatment rendered to Client by Morningside.

Client and/or Guarantor also specifically authorizes Morningside to:

- File and prosecute any required appeal or grievance with Client's insurer for payment of medical claims submitted by or on behalf of Morningside.
- File any required complaint, appeal or grievance with the Department of Managed Health Care, Department of Insurance, Department of Labor, or any other regulatory agency for payment of claims submitted by or on behalf of Morningside.
- File any required litigation or arbitration against any health plan and/or health insurer for payment of medical claims submitted by or on behalf of Morningside, and to exert or receive any other rights or benefits under any health plan with respect to the treatment rendered by Morningside. Client and/or Guarantor specifically authorize Morningside to name Client and/or Guarantor, as plaintiff or plaintiffs in such litigation or arbitration against any health plan and/or health insurer or otherwise pursue claims on behalf of Client and/or Guarantor. Client and/or Guarantor hereby also assign to Morningside any right to recover its full billed charges and any expenses and fees incurred for pursuing the claim, as well as all rights, statutory or contractual, to any additional recovery related to health benefits such as treble damages, punitive damages, and/or penalties.
- Discuss Client's personal health information with any applicable health plan or health insurer.
- Client and/or Guarantor specifically authorize any law firm appointed by Morningside to file litigation or arbitration on Client and/or Guarantor's behalf with respect to all of the items listed above.







Client Name [REDACTED]

of the Initial Term or any Renewal Term, the Services Fee will not be refunded.

In Morningside's sole and absolute discretion, Morningside may, if Client terminates treatment Against Medical Advice or Against Clinical Advice, allow Client to return to Morningside (within 12 months) to receive Covered Services for the number of calendar days remaining under the Initial Term or any Renewal Term subject to Client entering into a new written agreement with Morningside.

Refunds to the Guarantor for overpayment or fee differences for those Clients completing treatment will not be issued until the balance of the account has been paid in full.

**Acceptable Forms of Payment.** Morningside accepts money orders, personal checks, wire transfers, cashier's checks and all major credit cards.

**Installment Option for Services Fee.** In Morningside's sole and absolute discretion, Morningside may allow Client and/or Guarantor to pay the above amount by making installment payments, as set forth below. Client and/or Guarantor understand that while Morningside is providing the option of deferring payment of some of these fees to a later date, all fees are due and payable on the Effective Date. Therefore, in the event that Client does not complete his or her entire treatment program, Client and/or Guarantor is still responsible for payment of the total fees as outlined in the payment schedule, below.

1<sup>st</sup> Installment Date \_\_\_\_\_ \$ \_\_\_\_\_ 2<sup>nd</sup> Installment Date \_\_\_\_\_ \$ \_\_\_\_\_

3<sup>rd</sup> Installment Date \_\_\_\_\_ \$ \_\_\_\_\_

#### 11. PAYMENT FOR ADDITIONAL SERVICES AND OTHER NON-COVERED SERVICES AND INCIDENTALS

Morningside will charge Client's/Guarantor's card for the cost of the provision of Additional Services (including but not limited to: co-pays for medications and outside medical services). The credit card authorization form is attached to this Agreement as Attachment 11

#### 12. TERMINATION

**Without Cause Termination.** This Agreement may be terminated at any time by mutual agreement of the parties. Said termination shall be effective only if memorialized in writing and signed by all parties.

**Automatic Termination.** This Agreement shall automatically terminate if any of the following events occur:

- Client's death. No liability or debt shall accrue after the date of death.
- Client terminates treatment Against Medical Advice or Against Clinical Advice.
- Nonpayment for any sums owed to Morningside for any reason.
- Client's behavior is disruptive and/or detrimental to the safety of other clients, staff, visitors or others. This includes, but is not limited to, behavior that is hostile toward or otherwise physically or emotionally injurious to others and/or fails to comply with federal, state, or local law.
- Client uses or is under the influence of a mood-alternating chemical on the premises of Morningside or has knowledge of another person using a mood-altering chemical on the premises of Morningside and does not immediately or, as soon as reasonably possible, report such use to program staff.
- Client engages in sexual activity with another client. Sexual involvement during treatment at Morningside is inappropriate and counter-productive to recovery.

Rev.

EXHIBIT 6

Page 5 of 7

Client Initials  
Guarantor Initials [REDACTED]



Client Name: [REDACTED]

### 13. MISCELLANEOUS

**Entire Agreement.** The parties have not entered into any oral agreements. This written Agreement represents the entire agreement with respect to the subject matter herein, and supersedes all prior agreements between or among the parties. This Agreement may not be changed unless by written agreement signed by all the parties hereto. Admission counselors do **NOT** have the authority to vary the terms of this Agreement.

**Severability.** If any provision hereof shall be held to be invalid or unenforceable, then such provision shall be reformed to the extent necessary to make such provision valid and enforceable when so applied.

**Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California applicable to contracts entered into and wholly to be performed therein, without regard to conflicts of laws provisions. The parties hereby irrevocably consent to the state and federal courts in Orange County, California as the sole and exclusive jurisdiction to adjudicate any disputes arising between the parties under this Agreement.

**Collection Agency.** Should an account require pursuit from a collection agency to collect monies owed to Morningside, Client and/or Guarantor agrees to pay reasonable collection costs as required by International Recovery Systems, Inc., the company that handles all collection accounts for Morningside, plus interest at a rate of 1 ½ percent on outstanding balances, or the maximum rate permitted by law, whichever is less.

### 14. DISPUTE RESOLUTION

**Scope.** The dispute resolution procedures set forth herein address, and are designed to avoid litigation of claims and disputes arising out of or relating to this Agreement that are of a nature that, in the absence of these dispute resolution provisions, would otherwise be appropriately addressed through legal action. Disputes subject to these dispute resolution procedures may arise hereunder between Morningside, on the one hand, and Client and/or Guarantor, on the other hand.

**Direct Negotiation.** Notice of any unresolved dispute will be provided by the disputing party or parties in writing. Within seven (7) days after delivery of the notice (the "**Notice**"), the receiving party or parties will submit to the other party or parties a written response (the "**Response**"). The Notice and the Response will include a statement of each party's position and a summary of arguments supporting that position. Within fourteen (14) days after delivery of the disputing party or parties' Notice, Client or Guarantor (or a representative) and a representative of Morningside will meet at a mutually acceptable time and place, and thereafter as often as the parties reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations under this clause are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

**Mediation.** If the dispute has not been resolved by direct negotiation within thirty (30) days of the disputing party or parties' Notice, or if the parties failed to meet within thirty (30) days of said Notice, the parties will endeavor to settle the dispute by mediation under the auspices of JAMS.

**Arbitration.** Any dispute subject to these dispute resolution procedures which has not been resolved by direct negotiation or mediation, as provided herein, within ninety (90) days of the Notice will be resolved by binding arbitration in Orange County, California (or such other location as may be mutually agreed upon), in accordance with the applicable arbitration rules of JAMS, as then in effect. Other than with respect to equitable relief, no party will be entitled to commence or maintain any action in a court of law with respect to any matter in dispute or relief required until such matter or request for relief will have been submitted to and decided by the chosen arbitrator and then only for the enforcement of the award of such arbitrator. The decision of the arbitrator will be final and binding.

Rev.

EXHIBIT 6

Page 6 of 7

Client Initials  
Guarantor Initials [REDACTED]





Client Name: [REDACTED]

parties and all persons claiming under and through them. All fees and expenses of the arbitrator will be borne equally by the parties.

**Attorneys' Fees.** If, notwithstanding the above, any action is filed in relation to this Agreement, the prevailing party in such action will be entitled to recover all of its costs incurred in connection therewith, including, without limitation, staff time, court costs, attorneys' fees, consultant and expert fees and any other related expenses. In this regard, in order to make the prevailing party whole, the parties acknowledge and agree that the prevailing party will be entitled to recover all of its costs incurred and will not be limited to "reasonable attorneys' fees" as defined by any statute, rule of court, or case law.

My signature below indicates that I have read, or have had read and explained to me, the provisions of this Agreement. I sign this Agreement voluntarily.

This Agreement will be completed and signed in duplicate. Morningside retains one copy and one copy is given to you.

Client Signature \_\_\_\_\_

Date \_\_\_\_\_

Client Printed Name: \_\_\_\_\_

Guarantor Signature: \_\_\_\_\_

Date \_\_\_\_\_

Guarantor Printed Name: \_\_\_\_\_

Morningside Recovery, LLC

MSR Staff Signature \_\_\_\_\_

Date \_\_\_\_\_

Staff Printed Name: \_\_\_\_\_

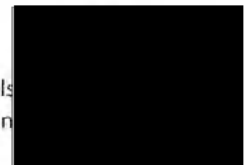
Title \_\_\_\_\_

Rev. \_\_\_\_\_

EXHIBIT 6

Page 7 of 7

Client Initials  
Guarantor Initials



# EXHIBIT 7





Client Name [REDACTED]

## CLINICAL ADMISSION AND FINANCIAL AGREEMENT

Morningside Recovery, LLC ("**Morningside**") is a provider of alcohol, drug and mental health treatment. Services are provided on a *voluntary* basis only. This Clinical Admission and Financial Agreement ("**Agreement**") entered into on [REDACTED] (the "**Effective Date**") by and between Morningside and [REDACTED] ("**Client**") and, additionally, if applicable, [REDACTED] ("**Guarantor(s)**"), the party or parties who, along with Client, are responsible for paying for services provided to Client from Morningside, sets forth all of the terms and conditions, including financial obligations, between the parties.

### 1. TERM

**Initial Term.** Conditioned upon Client and Guarantor, if applicable, complying with all of the terms and conditions set forth herein, Client shall receive clinical treatment services Monday through Saturday (no services are provided on Sundays) ("**Treatment Days**") over a period of 30 calendar days (the "**Initial Term**"), beginning on [REDACTED] (the "**Program Admission Date**").

**Automatic Renewal.** This Agreement shall automatically renew for the same number of days as the Initial Term set forth above following the expiration of the Initial Term and each term after the Initial Term (each a "**Renewal Term**"), unless a party gives written notice of its intent not to renew this Agreement prior to the expiration of the Initial Term or any Renewal Term of the Agreement.

### 2. DETOXIFICATION

Client must be free of drugs and alcohol while in treatment at Morningside. While Morningside does **NOT** provide detoxification services, it has relationships with a number of local detox facilities and will refer Client to one of these facilities, if necessary. However, all charges for detox, whether before or after Client's admission to Morningside, shall be the sole responsibility of Client and Guarantor, if applicable.

### 3. CLIENT'S/GUARANTOR'S REPRESENTATIONS AND WARRANTIES

By signing this Agreement, Client and Guarantor, as applicable, represent and warrant to Morningside the following:

- Client does not require an intense level of care, including, but not limited to, seclusion and restraint, which Morningside does not provide.
- Client is medically stable and is able to self-administer and manage his or her medication(s) as prescribed by his or her physician(s).
- Client will adhere to their treatment plan and individual directions for therapy from their primary therapist to the best of their ability.
- Client understands that active participation in group therapy is essential to recovery as it identifies the particular form of addiction and or mental health issues in each individual client and specific issues necessary for recovery. Client agrees to participate in group therapy as openly and honestly as possible so that Morningside staff and other clients may assist Client in recovery.
- Client must actively participate in all facets of the recovery program, including attending therapeutic group sessions



Client Name [REDACTED]

(process, education and therapeutic groups) individual therapeutic sessions, family sessions (as needed), random drug testing, self-help groups/12 step- meetings, ancillary services and community referrals.

- If Client engages in aggressive behavior, including, but not limited to, self-destructive behavior and destruction of property, Morningside will address such behavior according to its policies and procedures.
- Client and Guarantor agree to keep all financial terms set forth in this Agreement confidential.
- Client is individually obligated to pay all fees and costs set forth in this Agreement whether or not any Guarantor is a party to this Agreement.
- Guarantor has no right to access a Client's protected health information, including progress in treatment, unless otherwise allowed under law. Information about a Client will only be released to Guarantor if Client has signed a valid Consent for Release of Information.

#### 4. COVERED SERVICES

This section sets forth the services Morningside will provide and/or arrange for Client ("**Covered Services**"):

- Initial evaluation with a licensed psychiatrist and additional psychiatric follow-up visits, as needed
- Creation of and support following an individualized clinically appropriate treatment plan
- Therapy: including individual and group
- Access to a registered dietician
- Access to a designated case manager
- Evening meetings and/or group activities
- Periodic experiential therapy sessions as recommended by the Client's treatment plan (e.g., yoga, acupuncture, drum circle, sweat lodge, psychodrama, tai chi, expressive arts and music expression)
- Access to gym and personal trainer
- Community building activities
- Vocational services (e.g., resume review and interviewing skills)
- Transition planning
- Alumni services (e.g., alumni social events for local alumni)
- For private pay Clients only- Costs associated with drug screenings, as described in more detail in Section 6.

#### 5. ADDITIONAL SERVICES

Subject to the Client's express agreement, Morningside may make available and/or provide for Client additional services ("**Additional Services**").

Additional Services are not Covered Services covered by the Services Fee (defined below). Client and Guarantor, if applicable, will be responsible for the cost of the Additional Services, as applicable, that Client selects and receives on a fee-for-services basis, as set forth in Section 11.

#### 6. ALCOHOL/DRUG TESTING

**Preliminary Screening.** Morningside will conduct periodic (2-4 times per week depending on medical necessity) preliminary screenings of Client's urine to determine the presence of (1) prescribed medications; (2) non-prescribed medications; (3) illegal drugs; and/or (4) alcohol. The cost of drug testing supplies and preliminary screening provided by Morningside is not included in the Services Fee.

**Outside Laboratory Testing.** Morningside will send Client's collection to an outside laboratory for final analysis.





Client Name: [REDACTED]

**Payment for Screening.** Morningside or an outside laboratory, as applicable, will submit a claim to Client's insurer or health plan for all costs associated with screening. Morningside agrees to accept payment from Client's insurer or health plan as payment in full.

**Private Pay Clients.** For private pay Clients, drug testing is a Covered Service as set forth above in Section 4.

## 7. MEDICATION SUPPORT AND ASSISTANCE

Morningside offers medication support and assistance through program staff. It does not dispense and/or provide medications.

## 8. THIRD PARTY COVERAGE (FOR PRIVATE PAY CLIENTS: PLEASE SKIP THIS SECTION AND GO TO SECTION 10)

When Morningside is provided with insurance or health plan information, Morningside will bill Client's insurer or health plan. Morningside is an out-of-network provider. Morningside agrees to accept the usual and customary rate determined by Client's insurer or health plan.

### Primary Insurance Company

Insurance Name: [REDACTED]

Client's Name: [REDACTED]

DOB: [REDACTED]

Policy Holder's Name(if applicable): [REDACTED]

DOB: [REDACTED]

ID Number: [REDACTED]

Group Number: [REDACTED]

To the best of Client's and/or Guarantor's knowledge, Client and/or Guarantor are not covered by any additional insurance policy or health plan other than what is listed above in this Section 8.

Client and/or Guarantor are responsible for Client's deductible and co-payment. If Client's deductible has been satisfied, Morningside will bill Client's insurance company. If Client's deductible has not been satisfied, payment is required on the Program Admission Date. Client's co-payment is also required on the Program Admission Date.

Morningside does not routinely or arbitrarily waive deductibles, co-payments or co-insurance amounts. Co-payments and co-insurance amounts will only be waived, in full or in part, due to Client's financial hardship as defined in Morningside's policies and procedures.



Client Name: [REDACTED]

**9. ASSIGNMENT OF BENEFITS (FOR PRIVATE PAY CLIENTS: PLEASE SKIP THIS SECTION AND GO TO SECTION 10)**

Client and/or Guarantor, as applicable, hereby appoints as his or her authorized representative, and assigns to, Morningside, all of his or her right, title, and interest in and to, and relating in and to the recovery of, any and all health care benefits otherwise payable to Client or Guarantor or to which Client or Guarantor is entitled for treatment rendered to Client by Morningside.

Client and/or Guarantor also specifically authorizes Morningside to:

- File and prosecute any required appeal or grievance with Client's insurer for payment of medical claims submitted by or on behalf of Morningside.
- File any required complaint, appeal or grievance with the Department of Managed Health Care, Department of Insurance, Department of Labor, or any other regulatory agency for payment of claims submitted by or on behalf of Morningside.
- File any required litigation or arbitration against any health plan and/or health insurer for payment of medical claims submitted by or on behalf of Morningside, and to exert or receive any other rights or benefits under any health plan with respect to the treatment rendered by Morningside. Client and/or Guarantor specifically authorize Morningside to name Client and/or Guarantor, as plaintiff or plaintiffs in such litigation or arbitration against any health plan and/or health insurer or otherwise pursue claims on behalf of Client and/or Guarantor. Client and/or Guarantor hereby also assign to Morningside any right to recover its full billed charges and any expenses and fees incurred for pursuing the claim, as well as all rights, statutory or contractual, to any additional recovery related to health benefits such as treble damages, punitive damages, and/or penalties.
- Discuss Client's personal health information with any applicable health plan or health insurer.
- Client and/or Guarantor specifically authorize any law firm appointed by Morningside to file litigation or arbitration on Client and/or Guarantor's behalf with respect to all of the items listed above.

[REDACTED]





Client Name [REDACTED]

**Installment Option for Services Fee.** In Morningside's sole and absolute discretion, Morningside may allow Client and/or Guarantor to pay the above amount by making installment payments, as set forth below. Client and/or Guarantor understand that while Morningside is providing the option of deferring payment of some of these fees to a later date, all fees are due and payable on the Effective Date. Therefore, in the event that Client does not complete his or her entire treatment program, Client and/or Guarantor is still responsible for payment of the total fees as outlined in the payment schedule, below.

1st Installment Date \_\_\_\_\_ \$ \_\_\_\_\_ 2nd Installment Date \_\_\_\_\_ \$ \_\_\_\_\_  
3rd Installment Date \_\_\_\_\_ \$ \_\_\_\_\_

In Morningside's sole and absolute discretion, Morningside may, if Client terminates treatment Against Medical Advice or Against Clinical Advice, allow Client to return to Morningside (within 12 months) to receive Covered Services for the number of calendar days remaining under the Initial Term or any Renewal Term subject to Client entering into a new written agreement with Morningside.

Refunds to the Guarantor for overpayment or fee differences for those Clients completing treatment will not be issued until the balance of the account has been paid in full.

**Financial Hardship.** Morningside's mission is to provide exceptional care and treatment for men and women who are chemically dependent or suffering from mental health or co-occurring disorders. As part of that mission, Morningside is willing to provide assistance to individuals who cannot financially afford to enter treatment. The application for financial hardship assistance is attached to this Agreement as Attachment 11.

**Amount of Financial Assistance.** If Client qualifies for financial hardship assistance, Morningside will reduce the Services Fee to \$ \_\_\_\_\_.

#### 11. PAYMENT FOR ADDITIONAL SERVICES AND OTHER NON-COVERED SERVICES AND INCIDENTALS

Morningside will charge Client's/Guarantor's card for the cost of the provision of Additional Services (including but not limited to: co-pays for medications and outside medical services). The credit card authorization form is attached to this Agreement as Attachment 1.

#### 12. TERMINATION

**Without Cause Termination.** This Agreement may be terminated at any time by mutual agreement of the parties. Said termination shall be effective only if memorialized in writing and signed by all parties.

**Automatic Termination.** This Agreement shall automatically terminate if any of the following events occur:

- Client's death. No liability or debt shall accrue after the date of death.
- Client terminates treatment Against Medical Advice or Against Clinical Advice.
- Nonpayment for any sums owed to Morningside for any reason.
- Client's behavior is disruptive and/or detrimental to the safety of other clients, staff, visitors or others. This includes, but is not limited to, behavior that is hostile toward or otherwise physically or emotionally injurious to others and/or fails to comply with federal, state, or local law.
- Client uses or is under the influence of a mood-altering chemical on the premises of Morningside or has knowledge of another person using a mood-altering chemical on the premises of Morningside and does not immediately or, as soon as reasonably possible, report such use to program staff.
- Client engages in sexual activity with another client. Sexual involvement during treatment at Morningside is prohibited.





Client Name: [REDACTED]

### 13. MISCELLANEOUS

**Entire Agreement.** The parties have not entered into any oral agreements. This written Agreement represents the entire agreement with respect to the subject matter herein, and supersedes all prior agreements between or among the parties. This Agreement may not be changed unless by written agreement signed by all the parties hereto. Admission counselors do **NOT** have the authority to vary the terms of this Agreement.

**Severability.** If any provision hereof shall be held to be invalid or unenforceable, then such provision shall be reformed to the extent necessary to make such provision valid and enforceable when so applied.

**Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California applicable to contracts entered into and wholly to be performed therein, without regard to conflicts of laws provisions. The parties hereby irrevocably consent to the state and federal courts in Orange County, California as the sole and exclusive jurisdiction to adjudicate any disputes arising between the parties under this Agreement.

**Collection Agency.** Should an account require pursuit from a collection agency to collect monies owed to Morningside, Client and/or Guarantor agrees to pay reasonable collection costs as required by International Recovery Systems, Inc., the company that handles all collection accounts for Morningside, plus interest at a rate of 1 ½ percent on outstanding balances, or the maximum rate permitted by law, whichever is less.

### 14. DISPUTE RESOLUTION

**Scope.** The dispute resolution procedures set forth herein address, and are designed to avoid litigation of claims and disputes arising out of or relating to this Agreement that are of a nature that, in the absence of these dispute resolution provisions, would otherwise be appropriately addressed through legal action. Disputes subject to these dispute resolution procedures may arise hereunder between Morningside, on the one hand, and Client and/or Guarantor, on the other hand.

**Direct Negotiation.** Notice of any unresolved dispute will be provided by the disputing party or parties in writing. Within seven (7) days after delivery of the notice (the "**Notice**"), the receiving party or parties will submit to the other party or parties a written response (the "**Response**"). The Notice and the Response will include a statement of each party's position and a summary of arguments supporting that position. Within fourteen (14) days after delivery of the disputing party or parties' Notice, Client or Guarantor (or a representative) and a representative of Morningside will meet at a mutually acceptable time and place, and thereafter as often as the parties reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations under this clause are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

**Mediation.** If the dispute has not been resolved by direct negotiation within thirty (30) days of the disputing party or parties' Notice, or if the parties failed to meet within thirty (30) days of said Notice, the parties will endeavor to settle the dispute by mediation under the auspices of JAMS.

**Arbitration.** Any dispute subject to these dispute resolution procedures which has not been resolved by direct negotiation or mediation, as provided herein, within ninety (90) days of the Notice will be resolved by binding arbitration in Orange County, California (or such other location as may be mutually agreed upon), in accordance with the applicable arbitration rules of JAMS, as then in effect. Other than with respect to equitable relief, no party will be entitled to commence or maintain any action in a court of law with respect to any matter in dispute or relief required until such matter or request for relief will have been submitted to and decided by the chosen arbitrator and then only for the enforcement of the award of such arbitrator. The decision of the arbitrator will be final and binding upon the



Client Name: [REDACTED]

parties and all persons claiming under and through them. All fees and expenses of the arbitrator will be borne equally by the parties.

**Attorneys' Fees.** If, notwithstanding the above, any action is filed in relation to this Agreement, the prevailing party in such action will be entitled to recover all of its costs incurred in connection therewith, including, without limitation, staff time, court costs, attorneys' fees, consultant and expert fees and any other related expenses. In this regard, in order to make the prevailing party whole, the parties acknowledge and agree that the prevailing party will be entitled to recover all of its costs incurred and will not be limited to "reasonable attorneys' fees" as defined by any statute, rule of court, or case law.

My signature below indicates that I have read, or have had read and explained to me, the provisions of this Agreement. I sign this Agreement voluntarily.

This Agreement will be completed and signed in duplicate. Morningside retains one copy and one copy is given to you.

Client Signature

Date

Client Printed Name

Guarantor Signature:

Date

Guarantor Printed Name:

Morningside Recovery, LLC

MSR Staff Signature

Date

Staff Printed Name:

Title

EXHIBIT 7

Page 7 of 7

Client Initials

Guarantor Initials

# EXHIBIT 8





Client Name \_\_\_\_\_

## CLINICAL ADMISSION AND FINANCIAL AGREEMENT

Morningside Recovery, LLC ("**Morningside**") is a provider of alcohol, drug and mental health treatment. Services are provided on a *voluntary* basis only. This Clinical Admission and Financial Agreement ("**Agreement**") entered into on \_\_\_\_\_ (the "**Effective Date**") by and between Morningside and \_\_\_\_\_ ("**Client**") and, additionally, if applicable, \_\_\_\_\_ ("**Guarantor(s)**"), the party or parties who, along with Client, are responsible for paying for services provided to Client from Morningside, sets forth all of the terms and conditions, including financial obligations, between the parties.

### 1. TERM

**Initial Term.** Conditioned upon Client and Guarantor, if applicable, complying with all of the terms and conditions set forth herein, Client shall receive clinical treatment services Monday through Saturday (no services are provided on Sundays) ("**Treatment Days**") over a period of 30 calendar days (the "**Initial Term**"), beginning on \_\_\_\_\_ (the "**Program Admission Date**").

**Automatic Renewal.** This Agreement shall automatically renew for the same number of days as the Initial Term set forth above following the expiration of the Initial Term and each term after the Initial Term (each a "**Renewal Term**"), unless a party gives written notice of its intent not to renew this Agreement prior to the expiration of the Initial Term or any Renewal Term of the Agreement.

### 2. DETOXIFICATION

Client must be free of drugs and alcohol while in treatment at Morningside. While Morningside does **NOT** provide detoxification services, it has relationships with a number of local detox facilities and will refer Client to one of these facilities, if necessary. However, all charges for detox, whether before or after Client's admission to Morningside, shall be the sole responsibility of Client and Guarantor, if applicable.

### 3. CLIENT'S/GUARANTOR'S REPRESENTATIONS AND WARRANTIES

By signing this Agreement, Client and Guarantor, as applicable, represent and warrant to Morningside the following:

- Client does not require an intense level of care, including, but not limited to, seclusion and restraint, which Morningside does not provide.
- Client is medically stable and is able to self-administer and manage his or her medication(s) as prescribed by his or her physician(s).
- Client will adhere to their treatment plan and individual directions for therapy from their primary therapist to the best of their ability.
- Client understands that active participation in group therapy is essential to recovery as it identifies the particular form of addiction and or mental health issues in each individual client and specific issues necessary for recovery. Client agrees to participate in group therapy as openly and honestly as possible so that Morningside staff and other clients may assist Client in recovery.
- Client must actively participate in all facets of the recovery program, including attending therapeutic group sessions



Client Name: [REDACTED]

(process, education and therapeutic groups) individual therapeutic sessions, family sessions (as needed), random drug testing, self-help groups/12 step- meetings, ancillary services and community referrals.

- If Client engages in aggressive behavior, including, but not limited to, self-destructive behavior and destruction of property, Morningside will address such behavior according to its policies and procedures.
- Client and Guarantor agree to keep all financial terms set forth in this Agreement confidential.
- Client is individually obligated to pay all fees and costs set forth in this Agreement whether or not any Guarantor is a party to this Agreement.
- Guarantor has no right to access a Client's protected health information, including progress in treatment, unless otherwise allowed under law. Information about a Client will only be released to Guarantor if Client has signed a valid Consent for Release of Information.

#### 4. COVERED SERVICES

This section sets forth the services Morningside will provide and/or arrange for Client ("**Covered Services**"):

- Initial evaluation with a licensed psychiatrist and additional psychiatric follow-up visits, as needed
- Creation of and support following an individualized clinically appropriate treatment plan
- Therapy: including individual and group
- Access to a registered dietitian
- Access to a designated case manager
- Evening meetings and/or group activities
- Periodic experiential therapy sessions as recommended by the Client's treatment plan (e.g., yoga, acupuncture, drum circle, sweat lodge, psychodrama, tai chi, expressive arts and music expression)
- Access to gym and personal trainer
- Community building activities
- Vocational services (e.g., resume review and interviewing skills)
- Transition planning
- Alumni services (e.g., alumni social events for local alumni)
- For private pay Clients only- Costs associated with drug screenings, as described in more detail in Section 6.

#### 5. ADDITIONAL SERVICES

Subject to the Client's express agreement, Morningside may make available and/or provide for Client additional services ("**Additional Services**").

Additional Services are not Covered Services covered by the Services Fee (defined below). Client and Guarantor, if applicable, will be responsible for the cost of the Additional Services, as applicable, that Client selects and receives on a fee-for-services basis, as set forth in Section 11.

#### 6. ALCOHOL/DRUG TESTING

**Preliminary Screening.** Morningside will conduct periodic (2-4 times per week depending on medical necessity) preliminary screenings of Client's urine to determine the presence of (1) prescribed medications; (2) non-prescribed medications; (3) illegal drugs; and/or (4) alcohol. The cost of drug testing supplies and preliminary screening provided by Morningside is not included in the Services Fee.

**Outside Laboratory Testing.** Morningside will send Client's collection to an outside laboratory for final analysis.





Client Name: [REDACTED]

**Payment for Screening.** Morningside or an outside laboratory, as applicable, will submit a claim to Client's insurer or health plan for all costs associated with screening. Morningside agrees to accept payment from Client's insurer or health plan as payment in full.

**Private Pay Clients.** For private pay Clients, drug testing is a Covered Service as set forth above in Section 4.

## 7. MEDICATION SUPPORT AND ASSISTANCE

Morningside offers medication support and assistance through program staff. It does not dispense and/or provide medications.

## 8. THIRD PARTY COVERAGE (FOR PRIVATE PAY CLIENTS: PLEASE SKIP THIS SECTION AND GO TO SECTION 10)

When Morningside is provided with insurance or health plan information, Morningside will bill Client's insurer or health plan. Morningside is an out-of-network provider. Morningside agrees to accept the usual and customary rate determined by Client's insurer or health plan.

### Primary Insurance Company

Insurance Name: [REDACTED]

Client's Name: [REDACTED]

DOB: [REDACTED]

Policy Holder's Name(if applicable): [REDACTED]

DOB: [REDACTED]

ID Number: [REDACTED]

Group Number: [REDACTED]

To the best of Client's and/or Guarantor's knowledge, Client and/or Guarantor are not covered by any additional insurance policy or health plan other than what is listed above in this Section 8.

Client and/or Guarantor are responsible for Client's deductible and co-payment. If Client's deductible has been satisfied, Morningside will bill Client's insurance company. If Client's deductible has not been satisfied, payment is required on the Program Admission Date. Client's co-payment is also required on the Program Admission Date.

Morningside does not routinely or arbitrarily waive deductibles, co-payments or co-insurance amounts. Co-payments and co-insurance amounts will only be waived, in full or in part, due to Client's financial hardship as defined in Morningside's policies and procedures.



Client Name: [REDACTED]

**9. ASSIGNMENT OF BENEFITS (FOR PRIVATE PAY CLIENTS: PLEASE SKIP THIS SECTION AND GO TO SECTION 10)**

Client and/or Guarantor, as applicable, hereby appoints as his or her authorized representative, and assigns to, Morningside, all of his or her right, title, and interest in and to, and relating in and to the recovery of, any and all health care benefits otherwise payable to Client or Guarantor or to which Client or Guarantor is entitled for treatment rendered to Client by Morningside.

Client and/or Guarantor also specifically authorizes Morningside to:

- File and prosecute any required appeal or grievance with Client's insurer for payment of medical claims submitted by or on behalf of Morningside.
- File any required complaint, appeal or grievance with the Department of Managed Health Care, Department of Insurance, Department of Labor, or any other regulatory agency for payment of claims submitted by or on behalf of Morningside.
- File any required litigation or arbitration against any health plan and/or health insurer for payment of medical claims submitted by or on behalf of Morningside, and to exert or receive any other rights or benefits under any health plan with respect to the treatment rendered by Morningside. Client and/or Guarantor specifically authorize Morningside to name Client and/or Guarantor, as plaintiff or plaintiffs in such litigation or arbitration against any health plan and/or health insurer or otherwise pursue claims on behalf of Client and/or Guarantor. Client and/or Guarantor hereby also assign to Morningside any right to recover its full billed charges and any expenses and fees incurred for pursuing the claim, as well as all rights, statutory or contractual, to any additional recovery related to health benefits such as treble damages, punitive damages, and/or penalties.
- Discuss Client's personal health information with any applicable health plan or health insurer.
- Client and/or Guarantor specifically authorize any law firm appointed by Morningside to file litigation or arbitration on Client and/or Guarantor's behalf with respect to all of the items listed above.





Client Name: [REDACTED]

**Installment Option for Services Fee.** In Morningside's sole and absolute discretion, Morningside may allow Client and/or Guarantor to pay the above amount by making installment payments, as set forth below. Client and/or Guarantor understand that while Morningside is providing the option of deferring payment of some of these fees to a later date, all fees are due and payable on the Effective Date. Therefore, in the event that Client does not complete his or her entire treatment program, Client and/or Guarantor is still responsible for payment of the total fees as outlined in the payment schedule, below.

1st Installment Date \_\_\_\_\_ \$ \_\_\_\_\_ 2nd Installment Date \_\_\_\_\_ \$ \_\_\_\_\_  
3rd Installment Date \_\_\_\_\_ \$ \_\_\_\_\_

In Morningside's sole and absolute discretion, Morningside may, if Client terminates treatment Against Medical Advice or Against Clinical Advice, allow Client to return to Morningside (within 12 months) to receive Covered Services for the number of calendar days remaining under the Initial Term or any Renewal Term subject to Client entering into a new written agreement with Morningside.

Refunds to the Guarantor for overpayment or fee differences for those Clients completing treatment will not be issued until the balance of the account has been paid in full.

**Financial Hardship.** Morningside's mission is to provide exceptional care and treatment for men and women who are chemically dependent or suffering from mental health or co-occurring disorders. As part of that mission, Morningside is willing to provide assistance to individuals who cannot financially afford to enter treatment. The application for financial hardship assistance is attached to this Agreement as Attachment 11.

**Amount of Financial Assistance.** If Client qualifies for financial hardship assistance, Morningside will reduce the Services Fee to \$ \_\_\_\_\_.

#### 11. PAYMENT FOR ADDITIONAL SERVICES AND OTHER NON-COVERED SERVICES AND INCIDENTALS

Morningside will charge Client's/Guarantor's card for the cost of the provision of Additional Services (including but not limited to: co-pays for medications and outside medical services). The credit card authorization form is attached to this Agreement as Attachment 1.

#### 12. TERMINATION

**Without Cause Termination.** This Agreement may be terminated at any time by mutual agreement of the parties. Said termination shall be effective only if memorialized in writing and signed by all parties.

**Automatic Termination.** This Agreement shall automatically terminate if any of the following events occur:

- Client's death. No liability or debt shall accrue after the date of death.
- Client terminates treatment Against Medical Advice or Against Clinical Advice.
- Nonpayment for any sums owed to Morningside for any reason.
- Client's behavior is disruptive and/or detrimental to the safety of other clients, staff, visitors or others. This includes, but is not limited to, behavior that is hostile toward or otherwise physically or emotionally injurious to others and/or fails to comply with federal, state, or local law.
- Client uses or is under the influence of a mood-altering chemical on the premises of Morningside or has knowledge of another person using a mood-altering chemical on the premises of Morningside and does not immediately or, as soon as reasonably possible, report such use to program staff.
- Client engages in sexual activity with another client. Sexual involvement during treatment at Morningside is prohibited.





Client Name: [REDACTED]

### 13. MISCELLANEOUS

**Entire Agreement.** The parties have not entered into any oral agreements. This written Agreement represents the entire agreement with respect to the subject matter herein, and supersedes all prior agreements between or among the parties. This Agreement may not be changed unless by written agreement signed by all the parties hereto. Admission counselors do **NOT** have the authority to vary the terms of this Agreement.

**Severability.** If any provision hereof shall be held to be invalid or unenforceable, then such provision shall be reformed to the extent necessary to make such provision valid and enforceable when so applied.

**Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California applicable to contracts entered into and wholly to be performed therein, without regard to conflicts of laws provisions. The parties hereby irrevocably consent to the state and federal courts in Orange County, California as the sole and exclusive jurisdiction to adjudicate any disputes arising between the parties under this Agreement.

**Collection Agency.** Should an account require pursuit from a collection agency to collect monies owed to Morningside, Client and/or Guarantor agrees to pay reasonable collection costs as required by International Recovery Systems, Inc., the company that handles all collection accounts for Morningside, plus interest at a rate of 1 ½ percent on outstanding balances, or the maximum rate permitted by law, whichever is less.

### 14. DISPUTE RESOLUTION

**Scope.** The dispute resolution procedures set forth herein address, and are designed to avoid litigation of claims and disputes arising out of or relating to this Agreement that are of a nature that, in the absence of these dispute resolution provisions, would otherwise be appropriately addressed through legal action. Disputes subject to these dispute resolution procedures may arise hereunder between Morningside, on the one hand, and Client and/or Guarantor, on the other hand.

**Direct Negotiation.** Notice of any unresolved dispute will be provided by the disputing party or parties in writing. Within seven (7) days after delivery of the notice (the "**Notice**"), the receiving party or parties will submit to the other party or parties a written response (the "**Response**"). The Notice and the Response will include a statement of each party's position and a summary of arguments supporting that position. Within fourteen (14) days after delivery of the disputing party or parties' Notice, Client or Guarantor (or a representative) and a representative of Morningside will meet at a mutually acceptable time and place, and thereafter as often as the parties reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations under this clause are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

**Mediation.** If the dispute has not been resolved by direct negotiation within thirty (30) days of the disputing party or parties' Notice, or if the parties failed to meet within thirty (30) days of said Notice, the parties will endeavor to settle the dispute by mediation under the auspices of JAMS.

**Arbitration.** Any dispute subject to these dispute resolution procedures which has not been resolved by direct negotiation or mediation, as provided herein, within ninety (90) days of the Notice will be resolved by binding arbitration in Orange County, California (or such other location as may be mutually agreed upon), in accordance with the applicable arbitration rules of JAMS, as then in effect. Other than with respect to equitable relief, no party will be entitled to commence or maintain any action in a court of law with respect to any matter in dispute or relief required until such matter or request for relief will have been submitted to and decided by the chosen arbitrator and then only for the enforcement of the award of such arbitrator. The decision of the arbitrator will be final and binding upon the



Client Name

parties and all persons claiming under and through them. All fees and expenses of the arbitrator will be borne equally by the parties.

**Attorneys' Fees.** If, notwithstanding the above, any action is filed in relation to this Agreement, the prevailing party in such action will be entitled to recover all of its costs incurred in connection therewith, including, without limitation, staff time, court costs, attorneys' fees, consultant and expert fees and any other related expenses. In this regard, in order to make the prevailing party whole, the parties acknowledge and agree that the prevailing party will be entitled to recover all of its costs incurred and will not be limited to "reasonable attorneys' fees" as defined by any statute, rule of court, or case law.

My signature below indicates that I have read, or have had read and explained to me, the provisions of this Agreement. I sign this Agreement voluntarily.

This Agreement will be completed and signed in duplicate. Morningside retains one copy and one copy is given to you.

Client Signature

Date

Client Printed Name: Justin Roe

Guarantor Signature:

Date

Guarantor Printed Name:

Morningside Recovery, LLC

MSR Staff Signature

Date

Staff Printed Name:

Title

# EXHIBIT 9





Client Name [REDACTED]

## CLINICAL ADMISSION AND FINANCIAL AGREEMENT

Morningside Recovery, LLC ("**Morningside**") is a provider of alcohol, drug and mental health treatment. Services are provided on a *voluntary* basis only. This Clinical Admission and Financial Agreement ("**Agreement**") entered into on [REDACTED] (the "**Effective Date**") by and between Morningside and [REDACTED], ("**Client**") and, additionally, if applicable, [REDACTED] ("**Guarantor(s)**"), the party or parties who, along with Client, are responsible for paying for services provided to Client from Morningside, sets forth all of the terms and conditions, including financial obligations, between the parties.

### 1. TERM

**Initial Term.** Conditioned upon Client and Guarantor, if applicable, complying with all of the terms and conditions set forth herein, Client shall receive clinical treatment services Monday through Saturday (no services are provided on Sundays) ("**Treatment Days**") over a period of 30 calendar days (the "**Initial Term**"), beginning on [REDACTED] (the "**Program Admission Date**").

**Automatic Renewal.** This Agreement shall automatically renew for the same number of days as the Initial Term set forth above following the expiration of the Initial Term and each term after the Initial Term (each a "**Renewal Term**"), unless a party gives written notice of its intent not to renew this Agreement prior to the expiration of the Initial Term or any Renewal Term of the Agreement.

### 2. DETOXIFICATION

Client must be free of drugs and alcohol while in treatment at Morningside. While Morningside does **NOT** provide detoxification services, it has relationships with a number of local detox facilities and will refer Client to one of these facilities, if necessary. However, all charges for detox, whether before or after Client's admission to Morningside, shall be the sole responsibility of Client and Guarantor, if applicable.

### 3. CLIENT'S/GUARANTOR'S REPRESENTATIONS AND WARRANTIES

By signing this Agreement, Client and Guarantor, as applicable, represent and warrant to Morningside the following:

- Client does not require an intense level of care, including, but not limited to, seclusion and restraint, which Morningside does not provide.
- Client is medically stable and is able to self-administer and manage his or her medication(s) as prescribed by his or her physician(s).
- Client will adhere to their treatment plan and individual directions for therapy from their primary therapist to the best of their ability.
- Client understands that active participation in group therapy is essential to recovery as it identifies the particular form of addiction and or mental health issues in each individual client and specific issues necessary for recovery. Client agrees to participate in group therapy as openly and honestly as possible so that Morningside staff and other clients may assist Client in recovery.
- Client must actively participate in all facets of the recovery program, including attending therapeutic group sessions



Client Name: [REDACTED]

(process, education and therapeutic groups) individual therapeutic sessions, family sessions (as needed), random drug testing, self-help groups/12 step- meetings, ancillary services and community referrals.

- If Client engages in aggressive behavior, including, but not limited to, self-destructive behavior and destruction of property, Morningside will address such behavior according to its policies and procedures.
- Client and Guarantor agree to keep all financial terms set forth in this Agreement confidential.
- Client is individually obligated to pay all fees and costs set forth in this Agreement whether or not any Guarantor is a party to this Agreement.
- Guarantor has no right to access a Client's protected health information, including progress in treatment, unless otherwise allowed under law. Information about a Client will only be released to Guarantor if Client has signed a valid Consent for Release of Information.

#### 4. COVERED SERVICES

This section sets forth the services Morningside will provide and/or arrange for Client ("**Covered Services**"):

- Initial evaluation with a licensed psychiatrist and additional psychiatric follow-up visits, as needed
- Creation of and support following an individualized clinically appropriate treatment plan
- Therapy: including individual and group
- Access to a registered dietician
- Access to a designated case manager
- Evening meetings and/or group activities
- Periodic experiential therapy sessions as recommended by the Client's treatment plan (e.g., yoga, acupuncture, drum circle, sweat lodge, psychodrama, tai chi, expressive arts and music expression)
- Access to gym and personal trainer
- Community building activities
- Vocational services (e.g., resume review and interviewing skills)
- Transition planning
- Alumni services (e.g., alumni social events for local alumni)
- For private pay Clients only- Costs associated with drug screenings, as described in more detail in Section 6.

#### 5. ADDITIONAL SERVICES

Subject to the Client's express agreement, Morningside may make available and/or provide for Client additional services ("**Additional Services**").

Additional Services are not Covered Services covered by the Services Fee (defined below). Client and Guarantor, if applicable, will be responsible for the cost of the Additional Services, as applicable, that Client selects and receives on a fee-for-services basis, as set forth in Section 11.

#### 6. ALCOHOL/DRUG TESTING

**Preliminary Screening.** Morningside will conduct periodic (2-4 times per week depending on medical necessity) preliminary screenings of Client's urine to determine the presence of (1) prescribed medications; (2) non-prescribed medications; (3) illegal drugs; and/or (4) alcohol. The cost of drug testing supplies and preliminary screening provided by Morningside is not included in the Services Fee.

**Outside Laboratory Testing.** Morningside will send Client's collection to an outside laboratory for final analysis.





Client Name: [REDACTED]

**Payment for Screening.** Morningside or an outside laboratory, as applicable, will submit a claim to Client's insurer or health plan for all costs associated with screening. Morningside agrees to accept payment from Client's insurer or health plan as payment in full.

**Private Pay Clients.** For private pay Clients, drug testing is a Covered Service as set forth above in Section 4.

## 7. MEDICATION SUPPORT AND ASSISTANCE

Morningside offers medication support and assistance through program staff. It does not dispense and/or provide medications.

## 8. THIRD PARTY COVERAGE (FOR PRIVATE PAY CLIENTS: PLEASE SKIP THIS SECTION AND GO TO SECTION 10)

When Morningside is provided with insurance or health plan information, Morningside will bill Client's insurer or health plan. Morningside is an out-of-network provider. Morningside agrees to accept the usual and customary rate determined by Client's insurer or health plan.

### Primary Insurance Company

Insurance Name: Humana

Client's Name: [REDACTED] DOB: [REDACTED]

Policy Holder's Name(if applicable): DOB:

ID Number: [REDACTED] GroupNumber: [REDACTED]

To the best of Client's and/or Guarantor's knowledge, Client and/or Guarantor are not covered by any additional insurance policy or health plan other than what is listed above in this Section 8.

Client and/or Guarantor are responsible for Client's deductible and co-payment. If Client's deductible has been satisfied, Morningside will bill Client's insurance company. If Client's deductible has not been satisfied, payment is required on the Program Admission Date. Client's co-payment is also required on the Program Admission Date.

Morningside does not routinely or arbitrarily waive deductibles, co-payments or co-insurance amounts. Co-payments and co-insurance amounts will only be waived, in full or in part, due to Client's financial hardship as defined in Morningside's policies and procedures.



Client Name [REDACTED]

**9. ASSIGNMENT OF BENEFITS (FOR PRIVATE PAY CLIENTS: PLEASE SKIP THIS SECTION AND GO TO SECTION 10)**

Client and/or Guarantor, as applicable, hereby appoints as his or her authorized representative, and assigns to, Morningside, all of his or her right, title, and interest in and to, and relating in and to the recovery of, any and all health care benefits otherwise payable to Client or Guarantor or to which Client or Guarantor is entitled for treatment rendered to Client by Morningside.

Client and/or Guarantor also specifically authorizes Morningside to:

- File and prosecute any required appeal or grievance with Client's insurer for payment of medical claims submitted by or on behalf of Morningside.
- File any required complaint, appeal or grievance with the Department of Managed Health Care, Department of Insurance, Department of Labor, or any other regulatory agency for payment of claims submitted by or on behalf of Morningside.
- File any required litigation or arbitration against any health plan and/or health insurer for payment of medical claims submitted by or on behalf of Morningside, and to exert or receive any other rights or benefits under any health plan with respect to the treatment rendered by Morningside. Client and/or Guarantor specifically authorize Morningside to name Client and/or Guarantor, as plaintiff or plaintiffs in such litigation or arbitration against any health plan and/or health insurer or otherwise pursue claims on behalf of Client and/or Guarantor. Client and/or Guarantor hereby also assign to Morningside any right to recover its full billed charges and any expenses and fees incurred for pursuing the claim, as well as all rights, statutory or contractual, to any additional recovery related to health benefits such as treble damages, punitive damages, and/or penalties.
- Discuss Client's personal health information with any applicable health plan or health insurer.
- Client and/or Guarantor specifically authorize any law firm appointed by Morningside to file litigation or arbitration on Client and/or Guarantor's behalf with respect to all of the items listed above.

**10. SERVICE FEES**

[REDACTED]





Client Name [REDACTED]

**Installment Option for Services Fee.** In Morningside's sole and absolute discretion, Morningside may allow Client and/or Guarantor to pay the above amount by making installment payments, as set forth below. Client and/or Guarantor understand that while Morningside is providing the option of deferring payment of some of these fees to a later date, all fees are due and payable on the Effective Date. Therefore, in the event that Client does not complete his or her entire treatment program, Client and/or Guarantor is still responsible for payment of the total fees as outlined in the payment schedule, below.

1st Installment Date \_\_\_\_\_ \$ \_\_\_\_\_ 2nd Installment Date \_\_\_\_\_ \$ \_\_\_\_\_  
3rd Installment Date \_\_\_\_\_ \$ \_\_\_\_\_

In Morningside's sole and absolute discretion, Morningside may, if Client terminates treatment Against Medical Advice or Against Clinical Advice, allow Client to return to Morningside (within 12 months) to receive Covered Services for the number of calendar days remaining under the Initial Term or any Renewal Term subject to Client entering into a new written agreement with Morningside.

Refunds to the Guarantor for overpayment or fee differences for those Clients completing treatment will not be issued until the balance of the account has been paid in full.

**Financial Hardship.** Morningside's mission is to provide exceptional care and treatment for men and women who are chemically dependent or suffering from mental health or co-occurring disorders. As part of that mission, Morningside is willing to provide assistance to individuals who cannot financially afford to enter treatment. The application for financial hardship assistance is attached to this Agreement as Attachment 11.

**Amount of Financial Assistance.** If Client qualifies for financial hardship assistance, Morningside will reduce the Services Fee to \$ \_\_\_\_\_.

#### 11. PAYMENT FOR ADDITIONAL SERVICES AND OTHER NON-COVERED SERVICES AND INCIDENTALS

Morningside will charge Client's/Guarantor's card for the cost of the provision of Additional Services (including but not limited to: co-pays for medications and outside medical services). The credit card authorization form is attached to this Agreement as Attachment 1.

#### 12. TERMINATION

**Without Cause Termination.** This Agreement may be terminated at any time by mutual agreement of the parties. Said termination shall be effective only if memorialized in writing and signed by all parties.

**Automatic Termination.** This Agreement shall automatically terminate if any of the following events occur:

- Client's death. No liability or debt shall accrue after the date of death.
- Client terminates treatment Against Medical Advice or Against Clinical Advice.
- Nonpayment for any sums owed to Morningside for any reason.
- Client's behavior is disruptive and/or detrimental to the safety of other clients, staff, visitors or others. This includes, but is not limited to, behavior that is hostile toward or otherwise physically or emotionally injurious to others and/or fails to comply with federal, state, or local law.
- Client uses or is under the influence of a mood-alternating chemical on the premises of Morningside or has knowledge of another person using a mood-altering chemical on the premises of Morningside and does not immediately or, as soon as reasonably possible, report such use to program staff.
- Client engages in sexual activity with another client. Sexual involvement during treatment at Morningside is prohibited.





Client Name: [REDACTED]

### 13. MISCELLANEOUS

**Entire Agreement.** The parties have not entered into any oral agreements. This written Agreement represents the entire agreement with respect to the subject matter herein, and supersedes all prior agreements between or among the parties. This Agreement may not be changed unless by written agreement signed by all the parties hereto. Admission counselors do **NOT** have the authority to vary the terms of this Agreement.

**Severability.** If any provision hereof shall be held to be invalid or unenforceable, then such provision shall be reformed to the extent necessary to make such provision valid and enforceable when so applied.

**Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California applicable to contracts entered into and wholly to be performed therein, without regard to conflicts of laws provisions. The parties hereby irrevocably consent to the state and federal courts in Orange County, California as the sole and exclusive jurisdiction to adjudicate any disputes arising between the parties under this Agreement.

**Collection Agency.** Should an account require pursuit from a collection agency to collect monies owed to Morningside, Client and/or Guarantor agrees to pay reasonable collection costs as required by International Recovery Systems, Inc., the company that handles all collection accounts for Morningside, plus interest at a rate of 1 ½ percent on outstanding balances, or the maximum rate permitted by law, whichever is less.

### 14. DISPUTE RESOLUTION

**Scope.** The dispute resolution procedures set forth herein address, and are designed to avoid litigation of claims and disputes arising out of or relating to this Agreement that are of a nature that, in the absence of these dispute resolution provisions, would otherwise be appropriately addressed through legal action. Disputes subject to these dispute resolution procedures may arise hereunder between Morningside, on the one hand, and Client and/or Guarantor, on the other hand.

**Direct Negotiation.** Notice of any unresolved dispute will be provided by the disputing party or parties in writing. Within seven (7) days after delivery of the notice (the "**Notice**"), the receiving party or parties will submit to the other party or parties a written response (the "**Response**"). The Notice and the Response will include a statement of each party's position and a summary of arguments supporting that position. Within fourteen (14) days after delivery of the disputing party or parties' Notice, Client or Guarantor (or a representative) and a representative of Morningside will meet at a mutually acceptable time and place, and thereafter as often as the parties reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations under this clause are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

**Mediation.** If the dispute has not been resolved by direct negotiation within thirty (30) days of the disputing party or parties' Notice, or if the parties failed to meet within thirty (30) days of said Notice, the parties will endeavor to settle the dispute by mediation under the auspices of JAMS.

**Arbitration.** Any dispute subject to these dispute resolution procedures which has not been resolved by direct negotiation or mediation, as provided herein, within ninety (90) days of the Notice will be resolved by binding arbitration in Orange County, California (or such other location as may be mutually agreed upon), in accordance with the applicable arbitration rules of JAMS, as then in effect. Other than with respect to equitable relief, no party will be entitled to commence or maintain any action in a court of law with respect to any matter in dispute or relief required until such matter or request for relief will have been submitted to and decided by the chosen arbitrator and then only for the enforcement of the award of such arbitrator. The decision of the arbitrator will be final and binding upon the



Client Name

parties and all persons claiming under and through them. All fees and expenses of the arbitrator will be borne equally by the parties.

**Attorneys' Fees.** If, notwithstanding the above, any action is filed in relation to this Agreement, the prevailing party in such action will be entitled to recover all of its costs incurred in connection therewith, including, without limitation, staff time, court costs, attorneys' fees, consultant and expert fees and any other related expenses. In this regard, in order to make the prevailing party whole, the parties acknowledge and agree that the prevailing party will be entitled to recover all of its costs incurred and will not be limited to "reasonable attorneys' fees" as defined by any statute, rule of court, or case law.

My signature below indicates that I have read, or have had read and explained to me, the provisions of this Agreement. I sign this Agreement voluntarily.

This Agreement will be completed and signed in duplicate. Morningside retains one copy and one copy is given to you.

Client Signature

Date

Client Printed

Guarantor Signature:

Date

Guarantor Printed Name:

Morningside Reco

MSR Staff Signatur

Date

Staff Printed Name:

Title

EXHIBIT 9 Page 7 of 7

Revised 01/14/2016

Client Initials

Guarantor Initials

# EXHIBIT 10



### ASSIGNMENT OF BENEFITS

#### Assignment of All Rights and Benefits

In exchange for and in connection with any and all of the service(s) provided to me ("Services") by [REDACTED] (the "Provider"), I, the undersigned, hereby irrevocably assign to the Provider all of my rights, benefits, privileges, protections, claims and any other interests of any kind whatsoever, without limitation, including, without limitation, direct payment to the Provider for the Services, appeal rights, rights to fiduciary duties, rights to sue, rights to payment, rights to penalties or interest, rights to plan documents, and rights to information, notices and disclosures from any source (collectively "Rights") that I had, have or may have in the future pursuant to or in connection with any insurance plan, health benefit plan, trust, fund or any other source of payment, insurance, indemnity or health or medical coverage of any kind (collectively "Health Coverage"), such that I am hereby transferring all and retaining none of the Rights under any Health Coverage to which I am now, previously, or may be entitled to in the future. In the event the insurance company sends payment directly to me, I promise to immediately deposit the check and send a Cashier's check to the Provider. In the event I fail to provide the funds to provider as agreed herein, and provider brings legal action to collect said funds, the prevailing party in any litigation shall be entitled to recover reasonable attorney's fees and costs of suit as an element of his or her or its costs. Provider shall also be entitled to pre-judgment interest from the date the services were provided.

[REDACTED]

#### Appointment as Authorized Representative and Right to Sue

I hereby designate the Provider as my duly authorized representative in connection with all matters arising from or relating to Services, Rights and Health Coverage, such that the Provider completely and without reservation stands in my shoes and takes my place for all purposes, and is granted absolute power and legal authority to do, seek, claim, appeal or obtain anything that I would have been entitled to do, seek, claim, appeal or obtain in my own capacity pursuant to or in connection with the Services, Rights or Health Coverage, in any legal, private, administrative, formal or informal process or forum whatsoever and without limitation, including any internal or external appeal, review, grievance or any other process, procedure, or entitlement under any Health Coverage.

[REDACTED] Initials

#### Agreement to Cooperate

In addition, I hereby agree to personally cooperate with, and take all steps necessary, required or reasonably requested by any Health Coverage, to effectuate, perfect, confirm or validate my assignment and/or authorization of the Provider as my authorized representative, and I promise to assist and cooperate with the Provider as needed or reasonably requested by the Provider in connection with any action in any forum, whether legal, formal or informal, without limitation, commenced or maintained by the Provider in connection with the Services or relating to any Rights provided under the Health Coverage. I understand that, in the event I do not fulfill any of the above obligations, I will remain personally liable for payment for the full charges for the Services to the furthest extent of the law.

[REDACTED] Initials

#### Assignment of Benefits

Accepted and Agreed:

[REDACTED]

EXHIBITS 11 TO 41  
FILED UNDER SEAL

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on May 7, 2020, I caused the

3 **EXHIBITS TO CONSOLIDATED AMENDED COMPLAINT -- VOL. 2**

4 to be served upon counsel in the manner described below:

5  
6 Participants in the case who are registered CM/ECF users will be served by  
7 the Central District CM/ECF system.

8 **VIA THE CENTRAL DISTRICT CM/ECF SYSTEM**

9  
10 ***Special Master***

11 Stephen G Larson  
12 Larson O'Brien LLP  
13 555 South Flower Street Suite 4400  
14 Los Angeles, CA 90071  
15 213-436-4864  
slarson@larsonobrienlaw.com

16 ***Aetna Health and Life Insurance Company***

17 Benjamin H. McCoy  
18 Fox Rothchild LLP  
19 10 Sentry Parkway, Suite 200  
20 Blue Bell, PA 19422  
21 610-397-7972  
bmccoy@foxrothschild.com

22 John Shaeffer  
23 Fox Rothschild LLP  
24 10250 Constellation Boulevard  
Suite 900  
25 Los Angeles, CA 90067  
26 310-598-4150  
jshaeffer@foxrothschild.com  
27  
28



1 ***Anthem Blue Cross Life and Health Insurance Company***  
2 ***Anthem, Inc.***

3 ***Blue Cross of California, Inc.***

4 ***The Anthem Companies of California, Inc.***

5 Steven D Allison  
6 Samrah R Mahmoud  
7 Troutman Sanders LLP  
8 5 Park Plaza Suite 1400  
9 Irvine, CA 92614  
10 949-622-2700  
11 steve.allison@troutman.com  
12 samrah.mahmoud@troutman.com

13 Virginia Bell Flynn  
14 Troutman Sanders LLP  
15 4320 Fairfax Drive  
16 Dallas, TX 75205  
17 804-697-1480  
18 virginia.flynn@troutman.com

19 Chad R Fuller  
20 Troutman Sanders LLP  
21 11682 El Camino Real Suite 400  
22 San Diego, CA 92130  
23 858-509-6000  
24 chad.fuller@troutman.com

25 ***Blue Cross and Blue Shield of Alabama***

26 Neil J Barker  
27 Neil J Barker APC  
28 225 South Lake Avenue Suite 300  
Pasadena, CA 91101  
626-440-5980  
neiljbarker@sbcglobal.net

1 ***Health Care Service Corporation***

2 Jonathan Daniel Gershon  
3 Amir Shlesinger  
4 Farah Tabibkhoei  
5 Reed Smith LLP  
6 335 South Grand Avenue Suite 2900  
7 Los Angeles, CA 90071-1514  
8 213-457-8000  
9 jgershon@reedsmith.com  
10 ashlesinger@reedsmith.com  
11 ftabibkhoei@reedsmith.com

12 Dan J Hofmeister, Jr  
13 Reed Smith LLP  
14 10 South Wacker Drive Suite 4000  
15 Chicago, IL 60606  
16 312-207-6545  
17 dhofmeister@reedsmith.com

18 ***Blue Cross and Blue Shield of Kansas City***

19 Jonathan Daniel Gershon  
20 Amir Shlesinger  
21 Farah Tabibkhoei  
22 Reed Smith LLP  
23 335 South Grand Avenue Suite 2900  
24 Los Angeles, CA 90071-1514  
25 213-457-8000  
26 jgershon@reedsmith.com  
27 ashlesinger@reedsmith.com  
28 ftabibkhoei@reedsmith.com

29 Dan J Hofmeister, Jr  
30 Reed Smith LLP  
31 10 South Wacker Drive Suite 4000  
32 Chicago, IL 60606  
33 312-207-6545  
34 dhofmeister@reedsmith.com

1 ***Blue Cross and Blue Shield of Kansas Inc***

2 Kimberly Ann Klinsport  
3 Foley and Lardner LLP  
4 555 South Flower Street Suite 3300  
5 Los Angeles, CA 90071-2411  
6 213-972-4500  
7 kklinsport@foley.com

8 Michael A Naranjo  
9 Jason Yon-Wai Wu  
10 Foley and Lardner LLP  
11 555 California Street Suite 1700  
12 San Francisco, CA 94104  
13 415-434-4484  
14 mnaranjo@foley.com  
15 jwu@foley.com

16 ***USable Mutual Insurance Company***

17 Kimberly Ann Klinsport  
18 Foley and Lardner LLP  
19 555 South Flower Street Suite 3300  
20 Los Angeles, CA 90071-2411  
21 213-972-4500  
22 kklinsport@foley.com

23 Michael A Naranjo  
24 Jason Yon-Wai Wu  
25 Foley and Lardner LLP  
26 555 California Street Suite 1700  
27 San Francisco, CA 94104  
28 415-434-4484  
mnaranjo@foley.com  
jwu@foley.com



1 ***Bluecross Blueshield of Tennessee Inc.***

2 Jason Jonathan Kim  
3 Ann Marie Mortimer  
4 Hunton Andrews Kurth LLP  
5 550 South Hope Street Suite 2000  
6 Los Angeles, CA 90071  
7 213-532-2000  
8 kimj@huntonak.com  
9 amortimer@huntonAK.com

10 John B Shely  
11 Bridget B Vick  
12 Hunton Andrews Kurth LLP  
13 600 Travis Street Suite 4200  
14 Houston, TX 77002  
15 713-220-4200  
16 jshely@huntonak.com  
17 bvick@huntonak.com

18  
19 ***Humana Behavioral Health, Inc.***  
20 ***Humana Health Plan of California Inc.***  
21 ***Humana Inc.***  
22 ***Humana Insurance Company***

23 Ronald K Alberts  
24 Norvik Azarian  
25 Gordon Reese Scully Mansukhani LLP  
26 633 West Fifth Street 52nd Floor Los Angeles, CA 90071  
27 213-576-5000  
28 ralberts@grsm.com  
nazarian@grsm.com

1 ***United Behavioral Health***  
2 ***United Healthcare Services Inc.***  
3 ***Optum Services, Inc.***

4 Dylan Scott Burstein  
5 Crowell and Moring LLP  
6 515 South Flower Street 40th Floor  
7 Los Angeles, CA 90071  
8 213-622-4750  
9 dburstein@crowell.com

10 Daniel M Glassman  
11 Stephanie V Phan  
12 Jennifer S. Romano  
13 Crowell and Moring LLP  
14 3 Park Plaza 20th Floor  
15 Irvine, CA 92614-8505  
16 949-263-8400  
17 dglassman@crowell.com  
18 sphan@crowell.com  
19 jromano@crowell.com

20 ***Scott and White Health Plan***  
21 ***Scott and White Healthcare***  
22 ***Scott and White Care Plans***

23 Derek Davis  
24 Alan Law  
25 Cooper & Scully, P.C.  
26 505 Sansome Street  
27 Suite 1550  
28 San Francisco, California 94111  
415-956-9700  
derek.davis@cooperscully.com  
alan.law@cooperscully.com

1 ***Cigna HealthCare of California, Inc.***  
2 ***Cigna Behavioral Health of California, Inc.***  
3 ***Cigna Health and Life Insurance Company***

4 Jeanne Louise Detch  
5 Mazda K. Antia  
6 Cooley LLP  
7 4401 Eastgate Mall  
8 San Diego, CA 92121  
9 858-550-6000  
10 jdetch@cooley.com  
11 mantia@cooley.com

12 Matthew D. Caplan  
13 Cooley LLP  
14 1333 2<sup>nd</sup> St. Suite 400  
15 Santa Monica, CA 90401  
16 415-693-2000  
17 mcaplan@cooley.com

18 ***HMC Healthworks, Inc.***

19 Kathleen V. Fisher  
20 Rodney James Jacob  
21 Calvo Fisher and Jacob LLP  
22 535 Pacific Avenue  
23 Suite 201  
24 San Francisco, CA 94133  
25 415-374-8370  
26 kfisher@calvofisher.com  
27 rjacob@calvofisher.com  
28



1 ***Providence Health Plan***  
2 ***Providence Health Assurance***  
3 ***Providence Health and Services***

4 Jose Dino Vasquez  
5 Karr Tuttle Campbell  
6 701 5<sup>th</sup> Avenue  
7 Suite 3300  
8 Seattle, WA 98104  
9 206-223-1313  
10 dvasquez@karrtuttle.com

11 Arden J. Olson  
12 Harrang Long Gary Rudnick PC  
13 Oakway Financial Center  
14 497 Oakway Road  
15 Suite 380  
16 Eugene, OR 97401  
17 541-485-0220  
18 Arden.j.olson@harrang.com

19 ***United Medical Resources, Inc.***

20 Dylan Scott Burstein  
21 Crowell and Moring LLP  
22 515 South Flower Street 40th Floor  
23 Los Angeles, CA 90071  
24 213-622-4750  
25 dburstein@crowell.com

26 Daniel M Glassman  
27 Stephanie V Phan  
28 Jennifer S. Romano  
Crowell and Moring LLP  
3 Park Plaza 20th Floor  
Irvine, CA 92614-8505  
949-263-8400  
dglassman@crowell.com  
sphan@crowell.com  
jromano@crowell.com

1 ***MHNet Specialty Services LLC***

2 Benjamin H. McCoy  
3 Fox Rothchild LLP  
4 10 Sentry Parkway, Suite 200  
5 Blue Bell, PA 19422  
6 610-397-7972  
7 bmccoy@foxrothschild.com

8 John Shaeffer  
9 Fox Rothschild LLP  
10 10250 Constellation Boulevard  
11 Suite 900  
12 Los Angeles, CA 90067  
13 310-598-4150  
14 jshaefter@foxrothschild.com

15 ***Meritain Health, Inc.***

16 Benjamin H. McCoy  
17 Fox Rothchild LLP  
18 10 Sentry Parkway, Suite 200  
19 Blue Bell, PA 19422  
20 610-397-7972  
21 bmccoy@foxrothschild.com

22 John Shaeffer  
23 Fox Rothschild LLP  
24 10250 Constellation Boulevard  
25 Suite 900  
26 Los Angeles, CA 90067  
27 310-598-4150  
28 jshaefter@foxrothschild.com

1 ***First Health Group Corporation***

2 Benjamin H. McCoy  
3 Fox Rothchild LLP  
4 10 Sentry Parkway, Suite 200  
5 Blue Bell, PA 19422  
6 610-397-7972  
7 bmccoy@foxrothschild.com

8 John Shaeffer  
9 Fox Rothschild LLP  
10 10250 Constellation Boulevard  
11 Suite 900  
12 Los Angeles, CA 90067  
13 310-598-4150  
14 jshaefter@foxrothschild.com

15 ***Connecticare, Inc.***

16 Carol Burney Lewis  
17 William Von Behren  
18 Von Behren & Hunter LLP  
19 2041 Rosecrans Ave.  
20 Suite 367  
21 El Segundo, CA 90245  
22 310-607-9111  
23 Clewis@vbhlaw.com  
24 bvonbehren@vbhlaw.com

25 ***Golden Rule Insurance Company***

26 Dylan Scott Burstein  
27 Crowell and Moring LLP  
28 515 South Flower Street 40th Floor  
Los Angeles, CA 90071  
213-622-4750  
dburstein@crowell.com



1 Daniel M Glassman  
2 Stephanie V Phan  
3 Jennifer S. Romano  
4 Crowell and Moring LLP  
5 3 Park Plaza 20th Floor  
6 Irvine, CA 92614-8505  
7 949-263-8400  
8 dglassman@crowell.com  
9 sphan@crowell.com  
10 jromano@crowell.com

11 ***Sierra Health and Life Company***

12 Dylan Scott Burstein  
13 Crowell and Moring LLP  
14 515 South Flower Street 40th Floor  
15 Los Angeles, CA 90071  
16 213-622-4750  
17 dburstein@crowell.com

18 Daniel M Glassman  
19 Stephanie V Phan  
20 Jennifer S. Romano  
21 Crowell and Moring LLP  
22 3 Park Plaza 20th Floor  
23 Irvine, CA 92614-8505  
24 949-263-8400  
25 dglassman@crowell.com  
26 sphan@crowell.com  
27 jromano@crowell.com

28 ***Coventry Health Care, Inc.***

Benjamin H. McCoy  
Fox Rothchild LLP  
10 Sentry Parkway, Suite 200  
Blue Bell, PA 19422  
610-397-7972  
bmccoy@foxrothschild.com

1 John Shaeffer  
2 Fox Rothschild LLP  
3 10250 Constellation Boulevard  
4 Suite 900  
5 Los Angeles, CA 90067  
6 310-598-4150  
7 jshaeffer@foxrothschild.com

8 ***Medica Health Plans***

9 Elise D. Klein  
10 Lewis Brisbois Bisgaard and Smith LLP  
11 633 West 5<sup>th</sup> Street  
12 Suite 4000  
13 Los Angeles, CA 90071  
14 213-250-1800  
15 Elise.klein@lewisbrisbois.com

16 ***Molina Healthcare, Inc.***  
17 ***Molina Healthcare of California, Inc.***

18 Jonathan Daniel Gershon  
19 Amir Shlesinger  
20 Farah Tabibkhoei  
21 Reed Smith LLP  
22 335 South Grand Avenue Suite 2900  
23 Los Angeles, CA 90071-1514  
24 213-457-8000  
25 jgershon@reedsmith.com  
26 ashlesinger@reedsmith.com  
27 ftabibkhoei@reedsmith.com

28 ***AmeriHealth Insurance Company of New Jersey***

Francis X. Manning  
Stradley Ronon Stevens & Young LLP  
457 Haddonfield Road, Suite 100  
Cherry Hill, NJ 08002-2223  
856-321-2403  
fmanning@stradley.com

1 Mary Tesh-Glarum  
2 Doll Amir and Eley LLP  
3 725 S. Figueroa St.  
4 Suite 3275  
5 Los Angeles, CA 90017  
6 213-542-3380  
7 mglarum@dollamir.com

8 ***Medical Mutual of Ohio***

9 S. Christopher Yoo  
10 Alvaradosmith  
11 1 MacArthur Pl., Suite 200  
12 Santa Ana, CA 92707  
13 714-852-6800  
14 cyoo@alvaradosmith.com

15 ***Pacificsource Health Plans***

16 Joseph C. Campo  
17 Lewis Brisbois  
18 633 W. 5<sup>th</sup> St.  
19 Suite 4000  
20 Los Angeles, CA 90071  
21 213-680-5072  
22 Joe.campo@lewisbrisbois.com

23 ***Beacon Health Options, Inc.***

24 ***Beacon Health Strategies, LLC***

25 ***ValueOptions Federal Services, Inc.,***

26 ***ValueOptions of California, n/k/a Beacon Health Options of California, Inc.***

27 Henry I. Willett, III  
28 Christian & Barton LLP  
909 East Main Street, Suite 1200  
Richmond, VA 23219  
804-697-4130  
hwillett@cblaw.com



1 ***Common Ground Healthcare Cooperative***

2 William D. Naeve  
3 Murchison & Cumming  
4 18201 Von Karman Ave.  
5 Suite 1100  
6 Irvine, CA 92612  
7 714-953-2233  
8 wnaeve@murchisonlaw.com

9 ***Providence Health Plan***  
10 ***Providence Health Assurance***  
11 ***Providence Health and Services***

12 Arden J. Olson  
13 Harrang Long Gary Rudnick PC  
14 Oakway Financial Center  
15 497 Oakway Road  
16 Suite 380  
17 Eugene, OR 97401  
18 541-485-0220  
19 Arden.j.olson@harrang.com

20  
21 /s/ Craig B. Garner  
22 Craig B. Garner  
23 Counsel for Plaintiff  
24  
25  
26  
27  
28